This Page Is Inserted by IFW Operations
and is not a part of the Official Record

BEST AVAILABLE IMAGES

Defective images within this document are accurate representations of the original documents submitted by the applicant.

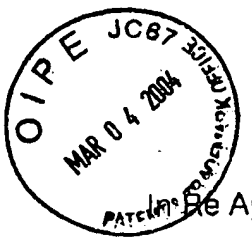
Defects in the images may include (but are not limited to):

- BLACK BORDERS
- TEXT CUT OFF AT TOP, BOTTOM OR SIDES
- FADED TEXT
- ILLEGIBLE TEXT
- SKEWED/SLANTED IMAGES
- COLORED PHOTOS
- BLACK OR VERY BLACK AND WHITE DARK PHOTOS
- GRAY SCALE DOCUMENTS

IMAGES ARE BEST AVAILABLE COPY.

As rescanning documents *will not* correct images, please do not report the images to the Image Problem Mailbox.

EL979954195



IN THE U.S. PATENT AND TRADEMARK OFFICE

Re Application of: Clifton W. Wood, Jr. et al.

Appn. Serial No.: 10/693,697 Group No.: 2661

Filed: October 23, 2003 Examiner: Unassigned

For: Method of Addressing Messages, Method of Establishing Wireless Communications, and Communications System

To: Commissioner for Patents
P.O. Box 1450
Alexandria, VA. 22313-1450

From: Deepak Malhotra
Wells St. John P.S.
601 West First Ave., Suite 1300
Spokane, WA 99201
Tel.: (509) 624-4276

PETITION BY PERSON HAVING PROPRIETARY INTEREST TO FILE APPLICATION ON BEHALF OF INVENTORS WHO REFUSE TO SIGN OR CANNOT BE FOUND (37 C.F.R. ' 1.47(b))

Dear Sir:

1. The person/party having a proprietary interest in the above identified application, signs below and petitions to make this application on behalf of the non-signing inventors, Clifton W. Wood, Jr., and Don Hush, both of whom refuse to join in the application.

2. This Petition is accompanied by, (i) a showing of sufficient proprietary interest, (ii) proof of the pertinent facts, and (iii) the last known addresses of the non-signing inventors as set forth in the accompanying Statements of Facts in Support of Filing on Behalf of Non-Signing Inventor (37 C.F.R. ' 1.47).

3. The fee set forth in ' 1.17(h) $130.00), required by 37 C.F.R. ' 1.47(b), is paid as follows:

 a) Attached is a check in the amount of $130.00

 b) Charge any additional fees required by this paper or credit any overpayment to Deposit Account No. 23-0925.

4. The person making this statement is a person authorized to sign on behalf of the owner on the basis of an Assignment from the inventor, Clifton W. Wood, Jr., to Micron Communications, Inc. which was recorded on February 19, 1998, at Reel 8985, Frame 0202-0204, an Assignment from the inventor, Don Hush, recorded on February 19, 1998, at Reel 8985, Frame 0265-0268, and further by a Notice of Merger of Micron Communications, Inc. into Micron Technologies, Inc., which was recorded on November 9, 1999, at Reel 010373, Frame 0367-0379.

Respectfully submitted,

Micron Technology, Inc.

Date: 2/24/04

By: _____

Name: David J. Kaplan

Title: Associate General Counsel



EL979954195

REISSUE APPLICATION DECLARATION

As the below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am an original, first and joint inventor of the subject matter which is described and claimed in Letters Patent No. 6,307,848, granted on October 23, 2001, and for which invention I solicit a reissue patent on the invention entitled METHOD OF ADDRESSING MESSAGES, METHOD OF ESTABLISHING WIRELESS COMMUNICATIONS, AND COMMUNICATIONS SYSTEM, Reissue Application Serial No. 10/693,697, which was filed with my authority on October 23, 2003.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims.

I hereby state that I have reviewed and understand the contents of the specification, including the claims, as amended by the accompanying Amendment.

I acknowledge the duty to disclose information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations §1.56.

STATEMENT OF INOPERATIVENESS OF ORIGINAL PATENT:

I verily believe the original patent to be partly inoperative or invalid by reason of my having claimed less than I had a right to claim in the original patent. All errors which are being corrected in the present reissue application, up to the time of the filing of this reissue declaration, arose without any deceptive intention on my part.

CONCURRENT PROCEEDINGS:

The patent for which reissue is requested is not and has not been involved in any concurrent or prior interferences, reissues, reexaminations, or litigations.

IDENTIFICATION OF THE ERROR:

The error which results in the patent being partially inoperative or invalid includes a failure to claim a method for using a tree search method to determine an identification number of one of a plurality of wireless identification devices, a search tree being defined for the tree search method; and skipping a level of the search tree during the tree search method. More particularly, one instance of error is found in Claim 6, which is unduly limited, in part, by being limited to (in connection with determining using an interrogator if a collision occurred between devices that sent a reply to an interrogator) creating a specified group of devices that is one quarter of an earlier mentioned specified group. This error in Claim 6 is addressed by the accompanying reissue application by presenting Claim 27 which tracks issued Claim 6, but which omits the limitations related to the new group being one quarter of the earlier mentioned specified group. Claim 6, and other claims include additional errors through inclusion of other limitations that are not included in claims added in the accompanying Amendment. Thus, this is a broadening reissue application.

Every error in the patent which was corrected in the present reissue application, and which is not covered by a prior oath/declaration submitted in this application, arose without any deceptive intention on the part of the applicants.

POWER OF ATTORNEY

As a named inventor, I hereby appoint the following attorneys to prosecute this reissue application and transact all business in the Patent and Trademark Office connected therewith: Mark S. Matkin, Reg. No. 32,268; Deepak Malhotra, Reg. No. 33,560; Mark W. Hendricksen, Reg. No. 32,356; David G. Latwesen, Reg. No. 38,533; George G. Grigel, Reg. No. 31,166; Keith D. Grzelak, Reg. No. 37,144, James D. Shaurette, Reg. No. 39,833; D. Brent Kenady, Reg. No. 40,045; James E. Lake, Reg. No. 44,854; Jennifer J. Taylor, Reg. No. 48,711; Robert C. Hyta, Reg. No. 46,791; and Satheesh K. Karra, Reg. No. 40,246.

Direct all communications to Deepak Malhotra, at WELLS ST. JOHN P.S., 601 W. First Avenue, Suite 1300, Spokane, WA 99201-3828. Telephone: (509) 624-4276; (PTO Customer No. 021567).

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statement may jeopardize the validity of the application or any patent issued therefrom.

* * * * * * * * * * *

Full name of inventor: **Clifton W. Wood, Jr.**

Inventor's Signature: Clifton W. Wood, Jr., by his attorney-in-fact, David J. Kaplan, Esq.

Date: 2/24/04

Residence: **Tulsa, OK 74133**

Citizenship: **United States of America**

Post Office Address: **7802 E. 97th St. Apt. 7309**
Tulsa, OK 74133

* * * * * * * * * * *

Full name of inventor: **Don Hush**

Inventor's Signature: Don Hush, by his attorney-in-fact, David J. Kaplan, Esq.

Date: 2/24/04

Residence: **Los Alamos, New Mexico**

Citizenship: **U.S.**

Post Office Address: **1118 San Ildefonso Rd**
Los Alamos, NM 87544-2818



EL979954195

IN THE U.S. PATENT AND TRADEMARK OFFICE

In Re Application of: Clifton W. Wood, Jr., et al.

Appn. Serial No.: 10/693,697 Group No.: 2661

Filed: October 23, 2003 Examiner: Unassigned

For: Method of Addressing Messages, Method of Establishing Wireless Communications, and Communications System

To: Commissioner for Patents
P.O. Box 1450
Alexandria, VA. 22313-1450

From: Deepak Malhotra
Wells St. John P.S.
601 West First Ave., Suite 1300
Spokane, WA 99201
Tel.: (509) 624-4276

ADDED PAPER TO REISSUE DECLARATION FOR SIGNATURE BY A PERSON WITH SUFFICIENT PROPRIETARY INTEREST ON BEHALF OF INVENTORS WHO REFUSE TO SIGN PURSUANT TO 37 C.F.R. '1.47(b)

Dear Sir:

I, David J. Kaplan, hereby declare that I am a citizen of the United States residing in Boise, Idaho, and I am authorized by the following juristic entity having sufficient proprietary interest:

MICRON TECHNOLOGY, INC.
8000 SOUTH FEDERAL WAY
BOISE, IDAHO 83716

By virtue of this proprietary interest, I am signing this Declaration on behalf of, as attorney-in fact, and as agent for Clifton W. Wood, Jr., who is a U.S. citizen, and who resides at 7802 E. 97th Street, Apt. 7309, Tulsa, Oklahoma 74133, U.S.A., and Don Hush, who is a U.S. citizen, and who resides at 1118 San Ildefonso Rd., Los Alamos, New Mexico 87544-2818 U.S.A., both of whom have refused to sign.

Upon information and belief, I aver those facts that the inventors are required to state pursuant to 37 C.F.R. ' 1.64(b).

Accompanying this Declaration is a Petition by Person Having Proprietary Interest to File Application on Behalf of Inventors Who Refuse to Sign, and a Statements of Facts in Support of filing on behalf of the non-signing inventors including a Statement Establishing Appropriate Proprietary Interest in the subject matter of the present patent application.

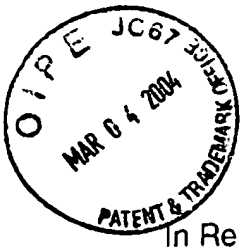
The appropriate Petition fee pursuant to 37 C.F.R. ' 1.17(i) is enclosed.

Respectfully submitted,

Date: 2/20/04

By: _____
David J. Kaplan
Associate General Counsel
MICRON TECHNOLOGY, INC.

EL979954195



IN THE U.S. PATENT AND TRADEMARK OFFICE

In Re Application of: Clifton W. Wood, Jr.

Appn. Serial No.: 10/693,697 Group No.: 2661

Filed: October 23, 2003 Examiner: Unassigned

For: Method of Addressing Messages, Method of Establishing Wireless Communications, and Communications System

To: Commissioner for Patents
P.O. Box 1450
Alexandria, VA. 22313-1450

From: Deepak Malhotra
Wells St. John P.S.
601 West First Ave., Suite 1300
Spokane, WA 99201
Tel.: (509) 624-4276

STATEMENT ESTABLISHING PROPRIETARY INTEREST BY A PERSON SIGNING ON BEHALF OF NON-SIGNING INVENTORS

Dear Sir:

I, David J. Kaplan, Associate General Counsel of Micron Technology, Inc., a Delaware corporation, having a principal place of business at 8000 South Federal Way, Boise, Idaho 83716, am a person signing the Declaration on the above identified application on behalf of or as agent for non-signing inventors, Clifton W. Wood, Jr., and Don Hush, and I hereby make this statement as to facts establishing Micron Technology, Inc.=s proprietary interest in the above identified invention.

As of the date I signed the present Declaration for this application, the proprietary interest in this invention belonged to Micron Technology, Inc., a Delaware Corporation having the address noted above. Still further, I am Associate General Counsel for Intellectual Property for Micron Technology, Inc. and I am fully authorized to sign this statement on behalf of Micron Technology, Inc. Further, I have first hand knowledge of all the facts in this document.

On behalf of Micron Technology, Inc., I establish the proprietary interest in the above identified invention by way of attaching a copy of a previous Assignment from Clifton W. Wood, Jr., to Micron Communications, Inc., as well as by an Employment Agreement executed by Clifton W. Wood, Jr., on March 27, 2000, whereby Clifton W. Wood, Jr. agreed to assign all his inventions to Micron Communications, Inc. Micron Technology, Inc., acquired proprietary interest from Micron Communications, Inc., by way of a Notice of Merger dated September 1, 1999, a copy of which is attached.

Clifton W. Wood, Jr., developed this invention within the scope of his duties, and while an employee of Micron Communications, Inc.

On behalf of Micron Technology, Inc., I establish the proprietary interest in the above identified invention by way of attaching a copy of a previous Assignment from Don Hush, to Micron Communications, Inc., as well as by a Consultant Agreement executed by Don Hush on May 19, 1998, whereby Don Hush agreed to assign all his inventions created under the Consultant Agreement to Micron Communications, Inc. Micron Technology, Inc., acquired proprietary interest from Micron Communications, Inc., by way of a Notice of Merger dated September 1, 1999, a copy of which is attached.

Don Hush developed this invention within the scope of his duties, and while a consultant to Micron Communications, Inc.

A Statement Under 37 C.F.R. §3.73(b) was filed with the Reissue Application.

Respectfully submitted,

Micron Technology, Inc.

Date: 2/24/04

By: _____

Name: David J. Kaplan

Title: Associate General Counsel

EL979954195

OIPE JC67 MAR 0 4 2004 PATENT & TRADEMARK OFFICE

CONSULTANT AGREEMENT

This Agreement is effective the 19th day of May, 1998 (the "Effective Date"), by and between **MICRON COMMUNICATIONS, INC.** ("Micron"), with offices at 3176 S. Denver Way, P. O. Box 6, Boise, ID 83707-0006 and **DON R. HUSH , PH.D.** ("Consultant"), with offices at Electrical & Computer Engineering Department, EECE Building Room 125, University of New Mexico, Albuquerque, New Mexico 87131.

Micron and Consultant, for and in consideration of the covenants and obligations set forth below, agree as follows:

1. **Scope of Services and Warranty.** Consultant shall provide advice and consultation concerning optimization, parallel processing and signal processing and related areas (the "Services") as requested from time to time by Micron. Consultant warrants that when performing the Services, it will exercise that degree of care, skill and judgment that is commensurate with that which is normally exercised by prominent firms of national reputation performing services of a similar nature, but in no event less than reasonable care.

2. **Compensation.** Micron agrees to pay Consultant for the Services satisfactorily performed at the rate set forth in the applicable Micron Purchase Order (the "Rate"). Micron shall not pay Consultant for travel time or other indirect activities, unless Micron approves in advance and in writing such payments. Consultant shall be responsible for the payment of all taxes, fees and charges that arise out of the performance of the Services. Consultant shall be responsible for the payment of all food, lodging, and other expenses of Consultant during the term of this Agreement unless Micron approves in advance and in writing such expenses and such expenses are incurred in accordance with Micron's standard travel policies. Except as expressly provided otherwise herein, Micron's only obligation hereunder shall be for the payment of the Rate.

3. **Invoicing and Payment.** Consultant shall invoice Micron monthly in duplicate for Services completed and reimbursable expenses incurred through the end of each month. Each invoice must include approved invoices, receipts, and any other information requested by Micron that will verify the items billed. Payment for Services completed and reimbursable expenses incurred shall be made net thirty (30) days after a complete and proper invoice and complete and proper supporting documentation are received by Micron. No payment for Services or reimbursable expenses shall be made if the invoice and supporting documentation are received later than sixty (60) days after completion of such Services or incurrence of such reimbursable expenses.

Micron may withhold payment if any of the following events occur: (a) Consultant's services are defective or deficient; (b) any subcontractor, supplier or any other third party files a claim against Micron in connection with or related, directly or indirectly, to the Services; (c) Consultant fails properly to make payments to subcontractors; (d) Consultant causes damage or personal injury to Micron, other Consultants or their property or employees; or (e) Consultant fails to perform the Services in accordance with this Agreement.

COPY

4. **Compliance With Laws and Regulations.** Consultant shall observe all pertinent laws, ordinances, rules and regulations related to the delivery of the Services and shall procure and maintain in force, at its sole expense, all registrations, permits, licenses and approvals that are required by law or governmental authority to perform the Services.

5. **Independent Contractor.** Consultant agrees to perform the Services as an independent contractor and not as an employee or agent of Micron, and all persons employed by Consultant or by permitted subcontractors of Consultant to perform the Services shall be the employees or agents of Consultant and not the employees or agents of Micron. Consultant shall not have the authority to make any commitment or enter into any contract on behalf of Micron, without Micron's express written authorization.

6. **Insurance.** Prior to commencing the Services hereunder, Consultant shall procure, and maintain until the termination of this Agreement, workers compensation insurance and automobile liability insurance that meet the statutory requirements of the State of Idaho.

7. **Indemnification.** Consultant, on behalf of itself and its employees, agents, permitted subcontractors and permitted assigns, shall indemnify, defend and hold harmless Micron, its affiliates and their directors, officers, agents and employees from and against any and all liabilities, claims, demands, damages, causes of action, losses, expenses and attorneys' fees, whether known or unknown, vested or contingent, arising out of the negligent or intentional acts or omissions of Consultant, its agents, employees, permitted subcontractors or permitted assigns, if such acts or omissions are in any way related to the performance of the Services.

8. **Safety Compliance and Non-Interference.** Consultant shall ensure that, while performing the Services, Consultant's employees and permitted subcontractors shall comply with all Micron safety and security regulations. Consultant represents and warrants that all of its employees and permitted subcontractors who perform the Services shall be familiar with and knowledgeable about Micron's safety and security regulations prior to the performance of the Services. Consultant, for itself and its employees and permitted subcontractors, agrees not to interfere in any way with any Micron work, project, operation or task, without Micron's express prior written authorization.

9. **Termination.** Micron expressly reserves the right to terminate this Agreement at any time, for any reason or no reason, and without prior notice to Consultant. Termination shall not relieve Consultant of any liabilities incurred by it prior to the time of termination. If Micron terminates this Agreement, Consultant shall deliver to Micron within five (5) days of any such termination a written report describing and explaining all work completed as of the termination date, together with all completed work.

10. **Assignment and Subcontract.** Consultant shall not assign or subcontract its rights or delegate its duties under this Agreement without Micron's prior written consent, which Micron, in its sole discretion, may withhold. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties, their legal representatives, successors and assigns.

11. **Confidentiality.** Consultant shall abide by the terms of that certain Confidentiality Agreement between Consultant and Micron dated August 8, 1997 (the "Confidentiality Agreement"), which Agreement is incorporated herein.

12. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Idaho without giving effect to such State's conflict of laws principles. Consultant hereby consents to the jurisdiction of the state courts of the State of Idaho for any dispute involving this Agreement.

13. **Costs and Attorneys' Fees.** The prevailing party in any action brought by either party to enforce the terms and conditions of this Agreement shall be entitled to receive from the other party the prevailing party's reasonable costs and expenses of such action, including attorneys' fees, expert witness fees, and out-of-pocket costs incurred in connection with such action, in addition to any other relief it may be awarded.

14. **Notices.** Any notice, communication or statement relating to this Agreement shall be in writing and deemed to have been given upon delivery in person, by verified facsimile transmission, or by registered or certified mail, postage prepaid, return receipt requested, to the address or facsimile number of the respective party below:

To Micron at:

Micron Communications, Inc.
3176 S. Denver Way
P.O. Box 6
Boise, ID 83707-0006

Attention: President
Fax: (208) 333-7302

Attention: General Counsel
Fax: (208) 368-4540

To Consultant at:

Don R. Hush, Ph.D.
Electrical & Computer Engr. Dept.
EECE Building Room 125
University of New Mexico
Albuquerque, New Mexico 87131

Attention: Don R. Hush, Ph.D.
Fax: (505) 277-1739

15. **Work Product.** All new or original work created hereunder, or all work obtained or acquired hereunder, shall be considered work for hire, and Micron shall own all rights thereto, including but not limited to patents and applications therefore, copyrights, trademarks, tradenames, mask works and publication rights. Moreover, Micron will own all Software created hereunder, along with all codes, tools, logic, techniques, formats, designs, concepts, methods, processes, ideas, scenes, characters, content and ideas incorporated in the Software or developed by Consultant in connection with the design and development of the Software, whether or not patentable or reduced to practice, and Consultant hereby assigns, transfers and conveys to Micron all right, title and interest in and to the foregoing items, along with proprietary rights associated with any or all of the same.

16. **Limitation of Liability.** To the fullest extent permitted by law, under no circumstances shall Micron be liable for any consequential, special, indirect, incidental, or economic damages or losses arising out of any claim, demand, or action brought hereunder.

17. **Waiver.** Any waiver of any kind by a party of a breach of this Agreement must be in writing, shall be effective only to the extent set forth in such writing and shall not operate or be construed as a waiver of any subsequent breach. Any delay or omission in exercising any right, power or remedy pursuant to a breach or default by a party shall not impair any right, power or remedy which either party may have with respect to a future breach or default.

18. **Severability.** If it is determined by a court of competent jurisdiction as part of a final nonappealable ruling, government action or binding arbitration, that any provision of this Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable in any jurisdiction, such provision shall be enforced in such jurisdiction as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement shall remain in full force and effect and bind the parties according to its terms, and any such determination shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent any provision (or part thereof) cannot be enforced in accordance with the stated intentions of the parties, such provision (or part thereof) shall be deemed not to be a part of this Agreement; provided that in such event the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Agreement.

19. **Survival.** Any obligations and duties that by their nature extend beyond the expiration or earlier termination of this Agreement, including without limitation Sections 7, 11, 12, 13, 15 and 16, shall survive any such expiration or termination and remain in effect.

20. **Headings.** All section headings herein are for convenience only and are in no way to be construed as part of this Agreement or as a limitation or expansion of the scope of the particular sections to which they refer.

21. **Modification; Amendment.** No modification of, or amendment to, this Agreement shall be effective unless in writing signed by both parties. This Agreement shall not be supplemented or modified by any course of dealing or other trade usage.

22. **Publicity.** Consultant shall not, without the prior written consent of Micron, in any manner advertise or publish the fact that Consultant and Micron have entered into this Agreement. Consultant may, however, inform other third parties that Consultant is an independent contractor/consultant of Micron for the sole purpose of Consultant's performance of the Services.

23. **Integration.** This Agreement, together with the Confidentiality Agreement, sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and merges all prior or contemporaneous understandings (whether written, verbal or implied) with respect thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

MICRON COMMUNICATIONS, INC.	DON R. HUSH, PH.D.
JMM By: _____	By: _____
Name: James E. O'Toole	Name: DON R. HUSH
Title: President	Title: OWNER / SOLE PROPRIETOR

G:\LEGAL\fdk\CNSLTN\HUS11.doc

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

APRIL 20, 1998

PTAS

WELLS, ST. JOHN, ROBERTS, ET AL.
DEEPAK MALHOTRA
601 W. FIRST AVENUE, STE. 1300
SPOKANE, WA 99201-3817

100646802A

EL979954195

EV318284632

OIPE JC67 MAR 04 2004 PATENT & TRADEMARK OFFICE

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/19/1998

REEL/FRAME: 8985/0265
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
HUSH, DON

DOC DATE: 01/05/1998

ASSIGNEE:
MICRON COMMUNICATIONS, INC.
8000 SOUTH FEDERAL WAY
BOISE, IDAHO 83706

SERIAL NUMBER: 09026045

FILING DATE: 02/19/1998

PATENT NUMBER:

ISSUE DATE:

SEDLEY PYNE, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MNO 11/9/99

101201723

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of Conveying Part(ies):

Micron Communications, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes X No

OIPE JC67 MAR 0 4 2004 PATENT & TRADEMARK OFFICE

2. Name and address of receiving party(ies):

Name: Micron Technology, Inc.

Internal Address:

Street Address: 8000 South Federal Way

City: Boise State: ID Zip: 83706-9632

Additional names(s) & address(es) attached: ☐ Yes X No

3. Nature of conveyance:

☐ Assignment ☐ Security Agreement
X Merger ☐ Change of Name
☐ Other

Execution Date: September 1, 1999

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s):

09/026,045

Additional numbers attached: ☐ Yes X No

B. Patent No.(s)

Additional numbers attached: ☐ Yes X No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark S. Matkin, Esq.

Internal Address:
Wells, St. John, Roberts,
Gregory & Matkin P.S.

Street Address: 601 W. First Avenue, Ste. 1300

City: Spokane State: WA Zip: 99201-3828

6. Total number of applications and patents involved. 1

7. Total fee (37 CFR 3.41). $40.00

X Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number
23-0925

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark S. Matkin
Name of Person Signing

Signature

11-5-99
Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS AND DOCUMENT: 13

OMB No. 0651-0011 (exp. 9/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

ASSISTANT COMMISSIONER FOR PATENTS
BOX ASSIGNMENTS
WASHINGTON, D.C. 20231

11/15/1999 DNGUYEN 00000228 09026045
01 FC:581 40.00 OP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT

PARTIES TO THE ASSIGNMENT:

INVENTORS:

Don Hush, 222 Calais, Tijeras, NM 87059

ASSIGNEE:

Micron Communications, Inc.
Corporation of the State of Idaho
8000 South Federal Way
Boise, Idaho 83706-9632

BACKGROUND OF THIS ASSIGNMENT:

INVENTORS have conceived certain new and useful inventions disclosed in a United States patent application titled **Method of Addressing Messages, Method of Establishing Wireless Communications, and Communications System.**

MICRON COMMUNICATIONS, INC. desires to acquire the entire right, title and interest in said inventions and with respect to any Letters Patent that may be granted with respect to the inventions in both the United States and in all foreign countries.

THE PARTIES AGREE AS FOLLOWS:

In consideration of good and valuable consideration, the receipt sufficiency and adequacy of which is hereby acknowledged, INVENTORS hereby sell, assign and transfer to MICRON COMMUNICATIONS, INC. the entire right, title and interest in the above-identified application executed currently with this assignment and to any reissues, renewals, divisions or continuations thereof, and hereby authorizes the

Commissioner of Patents and Trademarks to issue such Letters Patent to MICRON COMMUNICATIONS, INC., for the sole use of MICRON COMMUNICATIONS, INC., its successors or assigns.

INVENTORS further agree to execute, at the request and expense of MICRON COMMUNICATIONS, INC. such other formal documents as may be required to fully convey the interest transferred herein and will similarly execute any application papers required for the filing of any division, continuation, renewal or reissue of the patent application or resulting Letters Patent; and will generally do everything necessary or desirable to obtain and enforce proper protection for the inventions assigned hereby.

INVENTORS further assign to MICRON COMMUNICATIONS, INC. the whole right, title and interest in the inventions disclosed in the application throughout all countries foreign to the United States. MICRON COMMUNICATIONS, INC. is hereby authorized to apply for patents relating to the inventions in its own name in countries where such procedure is proper; to claim the benefit of the International Convention; to file and prosecute International Applications relating to the inventions under the Patent Cooperation Treaty; and to file and prosecute applications relating to the inventions under the European Patent Convention. INVENTORS agree to execute applications relating to the inventions in those countries and under those conventions where it is necessary that the same be executed by the inventor, and to execute assignments of such applications and the resulting Letters Patent

to MICRON COMMUNICATIONS, INC. as well as all other necessary papers in relation to such applications and Letters Patent.

INVENTORS further warrant and covenant that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full rights to convey the same as herein expressed is possessed by the undersigned.

To be binding on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignees.

(Signature) Don Hush Date: 1/5/98

Don Hush

State of New Mexico)
) ss.
County of Bernalillo)

BEFORE ME, this 5th day of January 1998 personally appeared the above-named inventor, to me known to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he/she executed the same of his/her own free will for the purpose therein expressed.

SEAL

Roberta M. Medina
Notary or Consular Officer
My Commission Expires: 3-7-2001

MICRON COMMUNICATIONS, INC.

ASSIGNMENT OF INVENTIONS, RIGHTS, AND CONFIDENTIAL INFORMATION AGREEMENT

EL979954195

In consideration of my employment by MICRON COMMUNICATIONS, INC. or any subsidiary thereof (hereinafter, collectively referred to as the employer), I hereby agree as follows:

1. With respect to discoveries, concepts, processes, diagrams, methods, formulae, ideas, and techniques (all hereinafter collectively called "inventions") made or conceived by the employee, whether or not during working hours of his employment or with the use of the employer's or its customers' facilities, materials, or personnel, either solely or jointly with others during employment by the employer if based on or related to subject matter within a field of interest to the employer, without royalty or any other consideration to him therefor:

a) The employee shall inform the employer promptly and fully of such inventions by written report setting forth in detail the procedures employed and results achieved. A report will be submitted by the employee upon completion of any studies or research project undertaken on the employer's behalf, whether or not in the employee's opinion a given project has resulted in an invention.

b) The employee shall apply at the employer's request and expense, for U.S. and foreign letters patent either in the employee's name or otherwise as the employer shall desire.

c) The employee hereby assigns and agrees to assign to the employer all of his rights to such inventions and to applications for U. S. and foreign letters patent and U. S. and/or foreign letters patent granted upon such inventions.

d) The employee shall acknowledge and deliver promptly to the employer, without charge to the employer but at its expense, such written instruments and do such other acts such as giving testimony in support of the employer's inventorship as may be necessary in the opinion of the employer to obtain and maintain U.S. and/or foreign letters patent and to vest the entire right and title to the employer.

2. With respect to any material, diagrams, concepts, formulae, mask works, marks, documents, drawings, logos, or ideas (all hereinafter collectively called "material") which may be registered, trademarked, or copyrighted under any U.S. or foreign statute or procedure made or conceived by the employee whether or not during working hours of his employment or with the use of the employer's or its customers' facilities, materials, or personnel, either solely or jointly with others during employment by the employer if based on or related to subject matter within a field of interest to the employer, without royalty or any other consideration to him therefor:

a) The employee shall inform the employer promptly and fully of such material by written report.

b) The employee shall apply, at the employer's request and expense, for U.S. and foreign registrations, trademarks, or copyrights either in the employee's name or otherwise as the employer shall desire or is required by law.

c) The employee hereby assigns and agrees to assign to the employer all of his rights to such materials, to applications thereon and for U.S. and/or foreign registrations, trademarks, or copyrights granted upon such material.

d) The employee shall acknowledge and deliver promptly to the employer without charge to the employer but at its expense, such testimony in support of the employer's registrations, trademarks, or copyrights as may be necessary in the opinion of the employer to obtain and maintain U.S. and/or foreign registration, trademark, or copyright and to vest the entire right to title to the employer.

3. The employer shall have the royalty free right to use in its business and to make, use, and sell products, processes, and/or services derived from any inventions, material, discoveries, concepts, and ideas, whether or not patentable or registrable, including, but not limited to, processes, methods, formulae, and techniques as well as improvements thereof or know-how related thereto, which are not within the scope of inventions or materials defined herein but which are conceived or made by the employee during the period in which he is employed by the employer or with the use or assistance of the employer's facilities, materials, or personnel.

4. Disclosure of information.

a) Except as required in duties to the employer, the employee will not, directly or indirectly, use, disseminate, disclose, lecture upon, or publish articles concerning any of the employer's or its customers', products, processes, and services, including information relating to research, development, design, inventions, manufacture, purchasing, accounting, engineering, personnel, marketing, merchandising, and selling (hereinafter called "Confidential Information").

b) The employee will not trade or have the appearance of trading the employers stock based on any company inside information.

c) Safeguards - The employee agrees to take reasonable safeguards to protect and respect the employer's confidential and technical information such as:

i) Accessing only such information as is necessary to perform his function and limiting access of information under his control to only such other employees as is necessary to perform their functions.

ii) All documents, drawings, and writings which contain the employer's technical information shall be maintained in a locked file separate and apart from other information in the employee's possession and shall be removed therefrom only as needed to carry out the purposes authorized by performance of employee's duties and responsibilities.

d) Upon termination of employment with the employer, all documents, records, notebooks, and similar repositories of or containing Confidential Information, including copies thereof, then in the Employee's possession, whether prepared by him or others, will be left with the employer.

This agreement has been read, understood, and is agreed to:

4-7-93
Date

Employee

Witness

925-001710
Rev. 02/03

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

APRIL 20, 1998

PTAS

WELLS, ST. JOHN, ROBERTS, ET AL
DEEPAK MALHOTRA
601 W. FIRST AVENUE
SUITE 1300
SPOKANE, WA 99201-3817

EL979954195
EV318284632

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/19/1998

REEL/FRAME: 8985/0202
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
WOOD, CLIFTON, JR.

DOC DATE: 02/09/1998

ASSIGNEE:
MICRON COMMUNICATIONS, INC.
8000 SOUTH FEDERAL WAY
BOISE, IDAHO 83706

SERIAL NUMBER: 09026045
PATENT NUMBER:

FILING DATE: 02/19/1998
ISSUE DATE:

DIANE RUSSELL, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Form PTO-1595
1-31/92

OIPE JC67 MAR 0 4 2004

RECORDATION SHEET

03-02-1998

100646802

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Pa

attached original documents or copy thereof

1. Name of Conveying Part(ies):

Don Hush

MHD 2/19/98

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Micron Communications, Inc.

Internal Address:

jc523 U.S. PTO 09/026045 02/19/98

Street Address: 8000 South Federal Way

City: Boise, State: ID Zip: 83706

Additional names(s) & address(es) attached: ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Security Agreement
☐ Merger ☐ Change of Name
☐ Other

Execution Date: January 5, 1998

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: January 5, 1998

A. Patent Application No.(s): 09/026045

Additional numbers attached: ☐ Yes ☒ No

B. Patent No.(s)

Additional numbers attached: ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Deepak Malhotra

Internal Address: Wells, St. John, Roberts, Gregory & Matkin P.S.

Street Address: 601 W. First Avenue, Ste. 1300

City: Spokane State: WA Zip: 99201-3817

6. Total number of applications and patents involved. 1

7. Total fee (37 CFR 3.41). $ 40
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number
23-0925

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

02/26/1998 LTYSON 00000005 09026045
04 FC:581 80.00 OP

Deepak Malhotra
Name of Person Signing

Deepak Malhotra
Signature

Feb 19 1998
Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS AND DOCUMENT: 4

OMB No. 0651-0011 (exp. 9/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

ASSISTANT COMMISSIONER FOR PATENTS
BOX ASSIGNMENTS
WASHINGTON, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT

PARTIES TO THE ASSIGNMENT:

INVENTORS:

Clifton W. Wood, Jr., P.O. Box 2123, Boise. ID 83701

ASSIGNEE:

Micron Communications, Inc.
Corporation of the State of Idaho
8000 South Federal Way
Boise, Idaho 83706-9632

BACKGROUND OF THIS ASSIGNMENT:

INVENTORS have conceived certain new and useful inventions disclosed in a United States patent application titled **Method of Addressing Messages, Method of Establishing Wireless Communications, and Communications System.**

MICRON COMMUNICATIONS, INC. desires to acquire the entire right, title and interest in said inventions and with respect to any Letters Patent that may be granted with respect to the inventions in both the United States and in all foreign countries.

THE PARTIES AGREE AS FOLLOWS:

In consideration of good and valuable consideration, the receipt sufficiency and adequacy of which is hereby acknowledged, INVENTORS hereby sell, assign and transfer to MICRON COMMUNICATIONS, INC. the entire right, title and interest in the above-identified application executed currently with this assignment and to any reissues, renewals, divisions or continuations thereof, and hereby authorizes the

EM156304195

Commissioner of Patents and Trademarks to issue such Letters Patent to MICRON COMMUNICATIONS, INC., for the sole use of MICRON COMMUNICATIONS, INC., its successors or assigns.

INVENTORS further agree to execute, at the request and expense of MICRON COMMUNICATIONS, INC. such other formal documents as may be required to fully convey the interest transferred herein and will similarly execute any application papers required for the filing of any division, continuation, renewal or reissue of the patent application or resulting Letters Patent; and will generally do everything necessary or desirable to obtain and enforce proper protection for the inventions assigned hereby.

INVENTORS further assign to MICRON COMMUNICATIONS, INC. the whole right, title and interest in the inventions disclosed in the application throughout all countries foreign to the United States. MICRON COMMUNICATIONS, INC. is hereby authorized to apply for patents relating to the inventions in its own name in countries where such procedure is proper; to claim the benefit of the International Convention; to file and prosecute International Applications relating to the inventions under the Patent Cooperation Treaty; and to file and prosecute applications relating to the inventions under the European Patent Convention. INVENTORS agree to execute applications relating to the inventions in those countries and under those conventions where it is necessary that the same be executed by the inventor, and to execute assignments of such applications and the resulting Letters Patent

to MICRON COMMUNICATIONS, INC. as well as all other necessary papers in relation to such applications and Letters Patent.

INVENTORS further warrant and covenant that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full rights to convey the same as herein expressed is possessed by the undersigned.

To be binding on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignees.

(Signature) _____ Date: 2-9-98
Clifton W. Wood, Jr.

State of Idaho)
) ss.
County of Ada)

BEFORE ME, this 9th day of February 1998 personally appeared the above-named inventor, to me known to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he/she executed the same of his/her own free will for the purpose therein expressed.

SEAL

Notary or Consular Officer
My Commission Expires: 4-24-98

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

FEBRUARY 14, 2000

PTAS

WELLS, ST. JOHNS ET AL
MARK S. MATKIN, ESQ.
601 W. FIRST AVENUE, STE. 1300
SPOKANE, WA 99201-3828

101201723A
EL979954195
EV318284632

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/09/1999

REEL/FRAME: 010373/0367
NUMBER OF PAGES: 13

BRIEF: MERGER (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
MICRON COMMUNICATIONS, INC.

DOC DATE: 09/01/1999

ASSIGNEE:
MICRON TECHNOLOGY, INC.
8000 SOUTH FEDERAL WAY
BOISE, IDAHO 83706-9632

SERIAL NUMBER: 09026045

FILING DATE: 02/19/1998

PATENT NUMBER:

ISSUE DATE:

STEVEN POST, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

1-31/92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100646803

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of Conveying Part(ies):
Clifton Wood, Jr.

MRD 2/19/98

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):
Name: Micron Communications, Inc.

Internal Address:

Street Address: 8000 South Federal Way

City: Boise, State: ID Zip: 83706

Additional names(s) & address(es) attached: ☐ Yes ☒ No

09/026045 02/19/98

3. Nature of conveyance:

☒ Assignment ☐ Security Agreement
☐ Merger ☐ Change of Name
☐ Other

Execution Date: February 9, 1998

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: February 16, 1998

A. Patent Application No.(s):
09/026045

Additional numbers attached: ☐ Yes ☒ No

B. Patent No.(s)

Additional numbers attached: ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Deepak Malhotra

Internal Address: Wells, St. John, Roberts, Gregory & Matkin P.S.

Street Address: 601 W. First Avenue, Ste. 1300

City: Spokane, State: WA Zip: 99201-3817

6. Total number of applications and patents involved. 1

7. Total fee (37 CFR 3.41). $ 40
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number
23-0925

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and Signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Deepak Malhotra
Name of Person Signing

Deepak Malhotra
Signature

Feb 19, 1998
Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS AND DOCUMENT: 4

OMB No. 0651-0011 (exp. 9/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

ASSISTANT COMMISSIONER FOR PATENTS
BOX ASSIGNMENTS
WASHINGTON, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

EM156304195

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
MICRON COMMUNICATIONS, INC.,
an Idaho corporation,
WITH AND INTO
MICRON TECHNOLOGY, INC.
a Delaware corporation

In accordance with Section 253 of the General Corporation Law of Delaware

Micron Technology, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"),

DOES HEREBY CERTIFY:

FIRST: That the Corporation was incorporated on the 6th day of April, 1984, pursuant to the Laws of the State of Delaware,

SECOND: That the Corporation owns of record more than ninety percent of the outstanding shares of the capital stock of Micron Communications, Inc., a corporation incorporated on the 19th day of February, 1993, pursuant to the Laws of the State of Idaho ("MCC"),

THIRD: That the Corporation, by the following resolutions of the MCC Committee of its Board of Directors, duly adopted as of July 28, 1999, determined to and did merger into itself said MCC:

> NOW, THEREFORE, BE IT RESOLVED, that the Plan of Merger, in the form attached hereto (the "Merger Plan"), each of the transactions contemplated thereby and each of the other matters provided for therein, be and hereby are authorized and approved;
>
> RESOLVED FURTHER, that the Corporation as of the sole shareholder of MCC hereby waives the mailing requirement called for by Section 30-1-1104 of the Idaho Business Corporation Act (the "IBCA");
>
> FURTHER RESOLVED, that the officers of the Corporation be, and each hereby is, authorized, in the name and on behalf of the Corporation, to (i) execute and deliver the Certificate of Ownership and Merger, in the form attached hereto, to the Secretary of State of the State of Delaware for filing thereby in accordance with Section 253 of the Delaware General Corporation Law (the "DGCL"), and (ii) execute and deliver the Articles of Merger, in the form attached hereto, to the Secretary of State of the State of Idaho for filing thereby in accordance with Section 30-1-1105 of the IBCA;

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the officers of the Corporation be, and each hereby is, within the terms of the foregoing resolutions, ratified, confirmed and approved as the act and deed of the Corporation;

FURTHER RESOLVED, that the officers of the Corporation be, and each hereby is, authorized, in the name and on behalf of the Corporation, to take all such actions and to execute and deliver all such instruments and documents, as such officer may, in such officer's sole discretion, deem necessary, appropriate or advisable to effectuate the foregoing resolutions, with the execution and delivery of such instruments and documents to be conclusive evidence of such officer's authority with respect thereto.

FOURTH: Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of the Corporation at any time prior to the Effective Time (as defined in the Merger Plan).

IN WITNESS WHEREOF, the undersigned has affirmed the statements herein as true and as the act and deed of Micron Technology, Inc., under penalties of perjury, as of the 28th day of July, 1999.

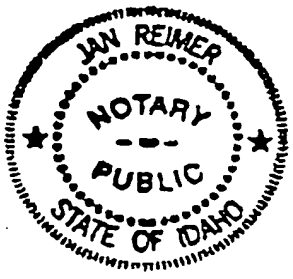
MICRON TECHNOLOGY, INC.

By: _____
Print Name: Steven R. Appleton
Title: President and Chief Executive Officer

STATE OF IDAHO)
) ss.
County of Ada)

On this 28th day of July, 1999, before me, a Notary Public in and for said State, personally appeared Steven R. Appleton, known or identified to me to be the President and Chief Executive Officer of Micron Technology, Inc., the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Jan Reimer
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 9/1/2001

FILED

99 SEP -2 AM 7:51

SECRETARY OF STATE
STATE OF IDAHO

SEP 1 11 14 AM

ARTICLES OF MERGER
MERGING
MICRON COMMUNICATIONS, INC.,
an Idaho corporation,
WITH AND INTO
MICRON TECHNOLOGY, INC.,
a Delaware corporation

In accordance with Section 30-1-1104 of the Idaho Business Corporation Act

Micron Technology, Inc., a Delaware corporation, DOES HEREBY CERTIFY as follows:

1. The constituent corporations (the "Constituent Corporations") in the merger (the "Merger") are Micron Communications, Inc., an Idaho corporation ("MCC"), and Micron Technology, Inc., a Delaware corporation ("MTI").

2. MTI owns of record more than ninety percent (90%) of the issued and outstanding shares of capital stock of MCC.

3. A Plan of Merger (the "Merger Plan") has been duly authorized and approved by the MCC Committee of the Board of Directors of MTI in accordance with Section 30-1-1104 of the Idaho Business Corporation Act (the "IBCA"). The Merger Plan is attached hereto as Exhibit A and is incorporated herein by this reference.

4. Pursuant to the Merger Plan, MCC is being merged with and into MTI, with MTI being the surviving corporation in the Merger.

5. Neither the shareholders of MTI, the surviving corporation in the Merger, nor MCC, the disappearing corporation in the Merger, were required to approve the Merger pursuant to the provisions of the Delaware Business Corporation Law and the IBCA.

6. The Merger shall become effective at 12:01 a.m. on the date on which these Articles of Merger are filed with the Secretary of State of the State of Idaho.

* * *

IDAHO SECRETARY OF STATE
09/01/1999 09:00
CK: 54336 CT: 28522 BH: 246795
1 @ 30.00 = 30.00 MERGER # 2
1 @ 20.00 = 20.00 EXPEDITE C # 3

C101147

IN WITNESS WHEREOF, Micron Technology, Inc. has caused these Articles of Merger to be executed by its duly authorized officers this 28th day of July, 1999.

MICRON TECHNOLOGY, INC.

By: _____
Print Name: Steven R. Appleton
Title: President and Chief Executive Officer

ATTEST:

By: _____
Print Name: Roderic W. Lewis
Title: Vice President of Legal Affairs, General Counsel and Corporate Secretary

EXHIBIT A

PLAN OF MERGER

THIS PLAN OF MERGER (this "Merger Plan") has been adopted by MICRON TECHNOLOGY, INC., a Delaware corporation ("MTI"), as of the 28th day of July, 1999.

RECITALS:

WHEREAS, MTI owns of record more than ninety percent of the issued and outstanding shares of capital stock of Micron Communications, Inc., an Idaho corporation ("MCC"); and

WHEREAS, the MCC Committee of the Board of Directors of MTI has deemed it advisable for the benefit of MTI and its shareholders that MCC be merged with and into MTI, pursuant to the provisions relating to parent/subsidiary mergers set forth in the Idaho Business Corporation Act and the Delaware General Corporation Law (the "Merger") and this Merger Plan.

SEP 11 AM 1999 SECRETARY OF STATE STATE OF IDAHO

NOW, THEREFORE, pursuant to resolutions duly adopted by the Board of Directors of MTI, the Merger shall be effectuated in accordance with the following terms and provisions:

ARTICLE 1
THE MERGER

1.1 The Merger.

Subject to the terms and conditions of this Merger Plan, in accordance with Part 11 of the Idaho Business Corporation Act (the "IBCA") and Title 8 of the Delaware General Corporation Law (the "DGCL"), at the Effective Time (as defined in *Section 1.2* hereof), MCC shall be merged with and into MTI. At the Effective Time, (i) the separate corporate existence of MCC shall cease and (ii) MTI shall continue as the surviving corporation in the Merger (the "Surviving Corporation") and shall continue its existence under the laws of the State of Delaware. As a result of the Merger, the outstanding shares of capital stock of MCC shall be converted or cancelled in the manner provided in *Article 2* hereof.

1.2 Effective Time of the Merger.

As the sole shareholder of MCC, MTI has waived the mailing requirement pertaining to the Merger Plan set forth in Section 30-1-1104 of the IBCA. Upon adoption of this Merger Plan, (a) a Certificate of Ownership and Merger shall be executed by MTI and filed with the Secretary of State of the State of Delaware pursuant to Section 253 of the DGCL, and (b) Articles of Merger shall be executed by MTI and filed with the Secretary of State of the State of Idaho, pursuant to Section 30-1-1105 of the IBCA. The "Effective Time" of the Merger shall be, and such term as used herein shall mean, 12:01 a.m., Mountain Time, on the later of the date of filing with and approval of the Certificate and Ownership of Merger or Articles of Merger by the Delaware or Idaho Secretary of State, respectively.

1.3 Certificate of Incorporation and Bylaws of the Surviving Corporation.

At the Effective Time, (i) the Certificate of Incorporation of MTI as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended as provided by law and such Certificate of Incorporation, and (ii) the By-laws of MTI as in effect immediately prior to the Effective Time shall be the By-laws of the Surviving Corporation until thereafter amended as provided by law, the Certificate of Incorporation of the Surviving Corporation and such Bylaws.

1.4 Directors and Officers of the Surviving Corporation.

The directors and officers of MTI immediately prior to the Effective Time shall, from and after the Effective Time, be the directors and officers, respectively, of the Surviving Corporation until their successors shall have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Certificate of Incorporation and By-laws and any written agreements between MTI and such officers and directors.

1.5 Effects of the Merger.

At and after the Effective Time, the Merger shall have the effects set forth in the DGCL and the IBCA.

ARTICLE 2
CONVERSION OF SHARES

2.1 Conversion of Shares.

At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of common stock, par value $0.10 per share, of MCC ("MCC Common Stock") then issued and outstanding shall be cancelled and cease to exist.

2.2 Closing Stock Transfer Books.

As of the Effective Time, it shall be deemed that the stock transfer books of MCC applicable to MCC Common Stock are closed and no transfer of shares of MCC Common Stock on such books shall thereafter be made.

ARTICLE 3
MISCELLANEOUS

3.1 Abandonment.

At any time before the Effective Time, this Merger Plan may be terminated and the Merger may be abandoned by the Board of Directors of MTI.

3.2 Amendment.

At any time prior to the Effective Time, this Merger Plan may be amended by the Board of Directors of MTI to the fullest extent permitted by applicable law.

3.3 **Applicable Law.**

This Merger Plan shall be construed and interpreted in accordance with the laws of the State of Idaho.

* * *

CERTIFICATION

The undersigned hereby certifies that the foregoing Plan of Merger was duly adopted by the MCC Committee of the Board of Directors of Micron Technology, Inc., as of July 28, 1999.

Dated: July 28, 1999

Roderic W. Lewis
Vice President of Legal Affairs,
General Counsel and Corporate Secretary

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"MICRON COMMUNICATIONS, INC.", A IDAHO CORPORATION,

WITH AND INTO "MICRON TECHNOLOGY, INC." UNDER THE NAME OF "MICRON TECHNOLOGY, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SECOND DAY OF SEPTEMBER, A.D. 1999, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Edward J. Freel, Secretary of State

2032425 8100M

991367410

AUTHENTICATION: 9951840

DATE: 09-02-99

MAR 0 4 2004

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application Serial No. 09/026,045
Filing Date February 19, 1998
Inventor Clifton W. Wood, Jr. et al.
Group Art Unit 2731
Examiner Unknown
Attorney's Docket No. MI40-117
Title: Method of Addressing Messages, Method of Establishing Wireless Communications, and Communications System

NOTICE OF MERGER

To: Box Assignment
Assistant Commissioner for Patents
Washington, D.C. 20231

From: Mark S. Matkin (Tel. 509-624-4276; Fax 509-838-3424)
Wells, St. John, Roberts, Gregory & Matkin P.S.
601 W. First Avenue, Suite 1300
Spokane, WA 99201-3828

Sir:

HEREBY TAKE NOTICE that the above-captioned application, and any patent issued thereon, has been transferred to Micron Technology, Inc., a Delaware Corporation, by reason of merger of Micron Communications, Inc., effective as of September 1, 1999, all as set forth in a Certificate of Ownership and Merger on file with

the Secretary of State of Delaware, and as certified by the Secretary of State of the State of Delaware.

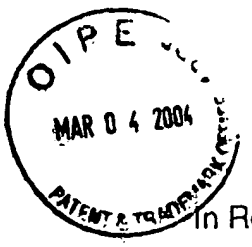
Respectfully submitted,

Dated: 11-5-99

By: _____
Mark S. Matkin
Reg. No. 32,268

Encls.: Copy of Certified Certificate of Ownership and Merger dated 9/1/99

EL979954195



IN THE U.S. PATENT AND TRADEMARK OFFICE

In Re Application of: Clifton W. Wood, Jr., et al.

Appn. Serial No.: 10/693,697 Group No.: 2661

Filed: October 23, 2003 Examiner: Unassigned

For: Method of Addressing Messages, Method of Establishing Wireless Communications, and Communications System

To: Commissioner for Patents
P.O. Box 1450
Alexandria, VA. 22313-1450

From: Deepak Malhotra
Wells St. John P.S.
601 West First Ave., Suite 1300
Spokane, WA 99201
Tel.: (509) 624-4276

STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF OF NON-SIGNING INVENTOR (37 C.F.R. ' 1.47)

Dear Sir:

I, David J. Kaplan, Associate General Counsel for Micron Technology, Inc., a juristic entity having a sufficient proprietary interest in the above identified invention hereby makes this Statement of Facts in support of the submission of the present application pursuant to 37 C.F.R. ' 1.47.

I hereby declare that I am a person having first hand knowledge of the facts as stated herein and that I am authorized on behalf of Micron Technology, Inc. to execute the present Statement.

According to my knowledge and believe, the subject matter of the present invention was developed in its entirety while Clifton W. Wood, Jr., was an employee of Micron Communications, Inc., and Clifton W. Wood, Jr., has assigned this invention to Micron Communications, Inc., by virtue of an Assignment recorded on February 19, 1998, at Reel 8985, Frame 0202-0204. Micron Technology, Inc., acquired rights to this invention by way of a Notice of Merger, recorded on November 9, 1999, at Reel 010373, Frame 0405-0415. Clifton W. Wood, Jr., is also obligated to assign the present invention by virtue of an Employment Agreement, a copy of which is attached.

The last known address of the inventor, Clifton W. Wood, Jr., is 7802 E. 97th Street, Apt. 7309, Tulsa, Oklahoma 74133.

On January 21, 2004, I spoke with Clifton W. Wood, Jr., in a telephone conversation to discuss the application and to request execution of the Declaration. During the telephone conversation, Clifton W. Wood, Jr., indicated his refusal to execute the present application contrary to the provisions of the above mentioned Employment Agreement. Mr. Wood's date of termination of employment was February 20, 2003.

Filing of this application by Micron Technology, Inc., is necessary to preserve the rights of the parties or to prevent irreparable damage by securing a filing date and protecting Micron Technology, Inc.'s valuable intellectual property rights in this technology. Without this filing, competitors may establish earlier filing dates, which would prejudice Micron Technology, Inc.

Respectfully submitted,

Date: 2/24/04 By: _____

David J. Kaplan
Associate General Counsel
MICRON TECHNOLOGY, INC.

EL979954195

MICRON COMMUNICATIONS, INC.

ASSIGNMENT OF INVENTIONS, RIGHTS, AND CONFIDENTIAL INFORMATION AGREEMENT

In consideration of my employment by MICRON COMMUNICATIONS, INC. or any subsidiary thereof (hereinafter, collectively referred to as the employer), I hereby agree as follows:

1. With respect to discoveries, concepts, processes, diagrams, methods, formulae, ideas, and techniques (all hereinafter collectively called "inventions") made or conceived by the employee, whether or not during working hours of his employment or with the use of the employer's or its customers' facilities, materials, or personnel, either solely or jointly with others during employment by the employer if based on or related to subject matter within a field of interest to the employer, without royalty or any other consideration to him therefor:

a) The employee shall inform the employer promptly and fully of such inventions by written report setting forth in detail the procedures employed and results achieved. A report will be submitted by the employee upon completion of any studies or research project undertaken on the employer's behalf, whether or not in the employee's opinion a given project has resulted in an invention.

b) The employee shall apply at the employer's request and expense, for U.S. and foreign letters patent either in the employee's name or otherwise as the employer shall desire.

c) The employee hereby assigns and agrees to assign to the employer all of his rights to such inventions and to applications for U. S. and foreign letters patent and U. S. and/or foreign letters patent granted upon such inventions.

d) The employee shall acknowledge and deliver promptly to the employer, without charge to the employer but at its expense, such written instruments and do such other acts such as giving testimony in support of the employer's inventorship as may be necessary in the opinion of the employer to obtain and maintain U.S. and/or foreign letters patent and to vest the entire right and title to the employer.

2. With respect to any material, diagrams, concepts, formulae, mask works, marks, documents, drawings, logos, or ideas (all hereinafter collectively called "material") which may be registered, trademarked, or copyrighted under any U.S. or foreign statute or procedure made or conceived by the employee whether or not during working hours of his employment or with the use of the employer's or its customers' facilities, materials, or personnel, either solely or jointly with others during employment by the employer if based on or related to subject matter within a field of interest to the employer, without royalty or any other consideration to him therefor:

a) The employee shall inform the employer promptly and fully of such material by written report.

b) The employee shall apply, at the employer's request and expense, for U.S. and foreign registrations, trademarks, or copyrights either in the employee's name or otherwise as the employer shall desire or is required by law.

c) The employee hereby assigns and agrees to assign to the employer all of his rights to such materials, to applications thereon and for U.S. and/or foreign registrations, trademarks, or copyrights granted upon such material.

d) The employee shall acknowledge and deliver promptly to the employer without charge to the employer but at its expense, such testimony in support of the employer's registrations, trademarks, or copyrights as may be necessary in the opinion of the employer to obtain and maintain U.S. and/or foreign registration, trademark, or copyright and to vest the entire right to title to the employer.

3. The employer shall have the royalty free right to use in its business and to make, use, and sell products, processes, and/or services derived from any inventions, material, discoveries, concepts, and ideas, whether or not patentable or registrable, including, but not limited to, processes, methods, formulae, and techniques as well as improvements thereof or know-how related thereto, which are not within the scope of inventions or materials defined herein but which are conceived or made by the employee during the period in which he is employed by the employer or with the use or assistance of the employer's facilities, materials, or personnel.

4. Disclosure of information.

a) Except as required in duties to the employer, the employee will not, directly or indirectly, use, disseminate, disclose, lecture upon, or publish articles concerning any of the employer's or its customers', products, processes, and services, including information relating to research, development, design, inventions, manufacture, purchasing, accounting, engineering, personnel, marketing, merchandising, and selling (hereinafter called "Confidential Information").

b) The employee will not trade or have the appearance of trading the employers stock based on any company inside information.

c) Safeguards - The employee agrees to take reasonable safeguards to protect and respect the employer's confidential and technical information such as:

i) Accessing only such information as is necessary to perform his function and limiting access of information under his control to only such other employees as is necessary to perform their functions.

ii) All documents, drawings, and writings which contain the employer's technical information shall be maintained in a locked file separate and apart from other information in the employee's possession and shall be removed therefrom only as needed to carry out the purposes authorized by performance of employee's duties and responsibilities.

d) Upon termination of employment with the employer, all documents, records, notebooks, and similar repositories of or containing Confidential Information, including copies thereof, then in the Employee's possession, whether prepared by him or others, will be left with the employer.

This agreement has been read, understood, and is agreed to:

4-7-93
Date

Employee

Witness

MAR 0 4 2004
PATENT & TRADEMARK OFFICE

EL979954195

IN THE U.S. PATENT AND TRADEMARK OFFICE

In Re Application of:	Clifton W. Wood, Jr.		
Appn. Serial No.:	10/693,697	Group No.:	2661
Filed:	October 23, 2003	Examiner:	Unassigned

For: Method of Addressing Messages, Method of Establishing Wireless Communications, and Communications System

To: Commissioner for Patents
P.O. Box 1450
Alexandria, VA. 22313-1450

From: Deepak Malhotra
Wells St. John P.S.
601 West First Ave., Suite 1300
Spokane, WA 99201
Tel.: (509) 624-4276

STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF OF NON-SIGNING INVENTOR (37 C.F.R. §1.47)

Dear Sir:

I, Deepak Malhotra, residing in Spokane, WA, am a member of the firm of Wells St. John P.S., serving as a patent attorney for Micron Technology, Inc., a juristic entity having a sufficient proprietary interest in the above identified invention, and hereby make this Statement of Facts in support of the submission of the present application pursuant to 37 C.F.R. §1.47.

I hereby declare that I am a person having first hand knowledge of the facts as stated herein and that I am authorized on behalf of Micron Technology, Inc. to execute the present Statement.

On January 27, 2004, I sent a letter to Mr. Don Hush by U.S. Express Mail No. EL 979950361 US, addressed to him at his residence at 1118 San Ildefonso Rd., Los Alamos, NM 87544-2818, in which I requested his signature of the Reissue Application Declaration. I also enclosed a prepaid U.S. Express Mail envelope, Express Mail No. EL 979953875 US for his use in returning the signed Declaration to me. The letter included the statement, "If I do not hear from you by February 10, 2004, we will assume that you are refusing to sign and will proceed to file a petition under 37 CFR §1.47(b) stating that you are refusing to sign." The letter contained the following papers: Reissue Declaration; and Reissue Application (Copy of U.S. Patent No. 6,307,848 w/Certificate of Correction, and Preliminary Amendment Under 37 C.F.R. §1.173(b)).

Copies of the January 27, 2004 letter and the two U.S. Express Mail Receipt Nos. EL 979950361 US and EL 979953875 US are attached to this Statement of Facts.

The tracking information available on the United States Postal Service website for U.S. Express Mail Shipment No. EL 979950361 US shows that this package arrived in Los Alamos, New Mexico on January 29, 2004, at 4:18 AM., was delivered on January 29, 2004 at 11:36 AM, and was signed by S. Hush. A copy of the tracking information for this package, as obtained from the United States Postal Service website, is attached, along with a copy of the scanned image of the recipient information.

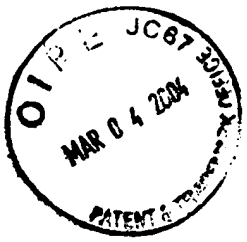
No tracking information is available for the return U.S. Express Mail Envelope EL 979953875 US, which was provided for Mr. Hush's use in returning the signed Declaration to me, indicating that he did not return any paperwork.

Respectfully submitted,

Date: March 4, 2004 By: D. Malhotra

Deepak Malhotra, Reg. No. 33,560
Wells St. John P.S.
Patent Attorney for
MICRON TECHNOLOGY, INC.

EL979954195



EL 979950361 US

Customer Cop
Label 11-F June 20

EXPRESS MAIL
UNITED STATES POSTAL SERVICE®

Post Office To Addresse

ORIGIN (POSTAL USE ONLY)

PO ZIP Code: 99201	Day of Delivery: ☐ Next ☒ Second	Flat Rate Envelope: ☐
Date In: Mo. 1 Day 27 Year 04	☐ 12 Noon ☒ 3 PM	Postage: $ 13.65
Time In: 441 ☐ AM ☒ PM	Military: ☐ 2nd Day ☐ 3rd Day	Return Receipt Fee:
Weight: 0 lbs. 6.4 ozs.	Int'l Alpha Country Code:	COD Fee: / Insurance Fee:
No Delivery: ☐ Weekend ☐ Holiday	Acceptance Clerk Initials: SB	Total Postage & Fees: $ 13.65

DELIVERY (POSTAL USE ONLY)

Delivery Attempt: Mo. Day	Time: ☐ AM ☐ PM	Employee Signature:
Delivery Attempt: Mo. Day	Time: ☐ AM ☐ PM	Employee Signature:
Delivery Date: Mo. Day	Time: ☐ AM ☐ PM	Employee Signature:

☐ **WAIVER OF SIGNATURE** *(Domestic Only)* **Additional merchandise insurance is void if waiver of signature is requested.** I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

NO DELIVERY ☐ Weekend ☐ Holiday

Customer Signature

CUSTOMER USE ONLY

METHOD OF PAYMENT:
Express Mail Corporate Acct. No. X992332

Federal Agency Acct. No. or Postal Service Acct. No.

FROM: (PLEASE PRINT) PHONE (509) 624-4270

Deepak Malhotra
WELLS ST. JOHN P.S.
601 W 1ST AVE STE 1300
SPOKANE WA 99201-3620

MI40-365

TO: (PLEASE PRINT) PHONE (505) 661-7470

MR. DON HUSH
1118 SAN ILDEFONSO RD.
LOS ALAMOS, NM 87544-2818

PRESS HARD.
You are making 3 copies.

FOR PICKUP OR TRACKING CALL 1-800-222-1811 www.usps.com

EMS

UNITED STATES POSTAL SERVICE®

EL979?54195

Track & Confirm

Shipment Details

You entered EL97 9950 361U S

Your item was delivered at 11:36 am on January 29, 2004 in LOS ALAMOS, NM 87544. The item was signed for by S HUSH.

Here is what happened earlier:

- ARRIVAL AT UNIT, January 29, 2004, 4:18 am, LOS ALAMOS, NM 87544
- ENROUTE, January 28, 2004, 5:55 pm, ALBUQUERQUE, NM 87101
- ENROUTE, January 28, 2004, 3:12 pm, ALBUQUERQUE, NM 87119
- ENROUTE, January 27, 2004, 7:17 pm, SPOKANE, WA 99224
- ACCEPTANCE, January 27, 2004, 4:41 pm, SPOKANE, WA 99201

Notification Options

- **Track & Confirm by email** What is this? Go>
- **Request Proof of Delivery** What is this? Go>

Track & Confirm

Enter label number:

Track & Confirm FAQs

POSTAL INSPECTORS
Preserving the Trust

site map contact us government services
Copyright © 1999-2002 USPS. All Rights Reserved. Terms of Use Privacy Policy

EL979954195

UNITED STATES POSTAL SERVICE

Date: 02/10/2004

OIPE JC67 MAR 04 2004 PATENT & TRADEMARK OFFICE

Fax Transmission To: DEEPAK MALHOTRA
Fax Number: 509-838-3424

Dear DEEPAK MALHOTRA:

The following is in response to your 02/10/2004 request for delivery information on your Express Mail item number EL979950361US. The delivery record shows that this item was delivered on 01/29/2004 at 11:36 AM in LOS ALAMOS, NM 87544 to S HUSH. The scanned image of the recipient information is provided below.

Signature of Recipient: Delivery Section

Sylvia Hush

Sylvia Hush

Address of Recipient: 1118 S I

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

HDPE 2
EP-13C JUNE 2002
© 1995 USPS

This packaging is the property of the U.S. Postal Service and is provided solely for use in sending Express Mail. Misuse may be a violation of federal law.

EXPRESS MAIL
UNITED STATES POSTAL SERVICE®
CORPORATE ACCOUNT
POSTAGE AND FEES PAID Label 108 May 2000

www.usps.com

EL979954195

Rush To Addressee

OIPE JC67
MAR 04 2004
PATENT & TRADEMARK OFFICE

FOR PICKUP OR TRACKING CALL 1-800-222-1811

EL979953875US

EL 979953875 US

Mailing Label
Label 11-F June 2002

EXPRESS MAIL
UNITED STATES POSTAL SERVICE®

Post Office To Addressee

ORIGIN (POSTAL USE ONLY)			
ZIP Code	Day of Delivery ☐ Next ☐ Second	Flat Rate Envelope ☐	
In Mo. Day Year	☐ 12 Noon ☐ 3 PM	Postage $	
In AM ☐ PM	Military ☐ 2nd Day ☐ 3rd Day	Return Receipt Fee	
ght lbs. ozs.	Int'l Alpha Country Code	COD Fee	Insurance Fee
Delivery Weekend ☐ Holiday	Acceptance Clerk Initials	Total Postage & Fees $	

DELIVERY (POSTAL USE ONLY)		
Delivery Attempt Mo. Day	Time ☐ AM ☐ PM	Employee Signature
Delivery Attempt Mo. Day	Time ☐ AM ☐ PM	Employee Signature
Delivery Date Mo. Day	Time ☐ AM ☐ PM	Employee Signature

☐ WAIVER OF SIGNATURE *(Domestic Only)* Additional merchandise insurance is void if waiver of signature is requested. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

NO DELIVERY ☐ Weekend ☐ Holiday

Customer Signature

STOMER USE ONLY
HOD OF PAYMENT:
ss Mail Corporate Acct. No. X992332

Federal Agency Acct. No. or Postal Service Acct. No.

FROM: (PLEASE PRINT) PHONE 509 624 4276
DEEPAK MALHOTRA
WELLS ST. JOHN P.S.
601 W 1ST AVE STE 1300
SPOKANE WA 99201-3828

MI40-365

TO: (PLEASE PRINT) PHONE (509) 624-4276
DEEPAK MALHOTRA
WELLS ST. JOHN P.S.
601 W. FIRST AVE., SUITE 1300
SPOKANE, WA 99201-3828

RESS HARD.
ou are making 3 copies. FOR PICKUP OR TRACKING CALL 1-800-222-1811 www.usps.com

EL979954195



IN THE U.S. PATENT AND TRADEMARK OFFICE

In Re Application of:	Clifton W. Wood, Jr.		
Appn. Serial No.:	10/693,697	Group No.:	2661
Filed:	October 23, 2003	Examiner:	Unassigned

For: Method of Addressing Messages, Method of Establishing Wireless Communications, and Communications System

To: Commissioner for Patents
P.O. Box 1450
Alexandria, VA. 22313-1450

From: Deepak Malhotra
Wells St. John P.S.
601 West First Ave., Suite 1300
Spokane, WA 99201
Tel.: (509) 624-4276

STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF OF NON-SIGNING INVENTOR (37 C.F.R. §1.47)

Dear Sir:

I, Deepak Malhotra, residing in Spokane, WA, am a member of the firm of Wells St. John P.S., serving as a patent attorney for Micron Technology, Inc., a juristic entity having a sufficient proprietary interest in the above identified invention, and hereby make this Statement of Facts in support of the submission of the present application pursuant to 37 C.F.R. §1.47.

I hereby declare that I am a person having first hand knowledge of the facts as stated herein and that I am authorized on behalf of Micron Technology, Inc. to execute the present Statement.

On January 27, 2004, I sent a letter to Clifton W. Wood, Jr., by U.S. Express Mail No. EL 979953898 US, addressed to him in care of his current employer, Aeromet, Inc., 112 Beechcraft Drive, Jones Riverside Airport, Tulsa, OK 74133, in which I requested his signature of the Reissue Application Declaration. I also enclosed a prepaid U.S. Express Mail envelope, Express Mail No. EL 979953884 US for his use in returning the signed Declaration to me. The letter included the statement, "If I do not hear from you by February 10, 2004, we will assume that you are refusing to sign and will proceed to file a petition under 37 CFR §1.47(b) stating that you are refusing to sign." The letter contained the following papers: Reissue Declaration; and Reissue Application (Copy of U.S. Patent No. 6,307,848 w/Certificate of Correction, and Preliminary Amendment Under 37 C.F.R. §1.173(b)).

Copies of the January 27, 2004 letter and the two U.S. Express Mail Receipt Nos. EL 979953898 US and EL 979953884 US are attached to this Statement of Facts.

The tracking information available on the United States Postal Service website for U.S. Express Mail Shipment No. EL 979953898 US shows that this package arrived in Tulsa, Oklahoma on January 29, 2004, at 8:26 AM., was delivered on January 29, 2004 at 11:15 AM, and was signed by D. Stone. A copy of the tracking information for this package, as obtained from the United States Postal Service website, is attached, along with a copy of the scanned image of the recipient information.

No tracking information is available for the return U.S. Express Mail Envelope EL 979953884 US, which was provided for Mr. Wood's use in returning the signed Declaration to me, indicating that he did not return any paperwork.

Respectfully submitted,

Date: March 9, 2004

By: D. Malhotra

Deepak Malhotra, Reg. No. 33,560
Wells St. John P.S.
Patent Attorney for
MICRON TECHNOLOGY, INC.

EL979954195



Customer Cop
Label 11-F June 20

EL 979953898 US

EXPRESS MAIL
UNITED STATES POSTAL SERVICE®

Post Office To Addresse

ORIGIN (POSTAL USE ONLY)

PO ZIP Code: 99201	Day of Delivery: ☐ Next ☒ Second	Flat Rate Envelope: ☐
Date In: Mo. 1 Day 27 Year 4	☐ 12 Noon ☒ 3 PM	Postage: $ 17.85
Time In: ☐ AM ☒ PM 1440	Military: ☐ 2nd Day ☐ 3rd Day	Return Receipt Fee
Weight: 1 lbs. 0.20 ozs.	Int'l Alpha Country Code	COD Fee / Insurance Fee
No Delivery: ☐ Weekend ☐ Holiday	Acceptance Clerk Initials: BD	Total Postage & Fees: $ 17.85

DELIVERY (POSTAL USE ONLY)

Delivery Attempt: Mo. Day	Time: ☐ AM ☐ PM	Employee Signature
Delivery Attempt: Mo. Day	Time: ☐ AM ☐ PM	Employee Signature
Delivery Date: Mo. Day	Time: ☐ AM ☐ PM	Employee Signature

☐ **WAIVER OF SIGNATURE** *(Domestic Only)* **Additional merchandise insurance is void if waiver of signature is requested.** I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

NO DELIVERY ☐ Weekend ☐ Holiday

Customer Signature

CUSTOMER USE ONLY

METHOD OF PAYMENT:
Express Mail Corporate Acct. No. X992332

Federal Agency Acct. No. or Postal Service Acct. No.

FROM: (PLEASE PRINT) PHONE (509) 624-4270

DEEPAK MALHOTRA
WELLS ST. JOHN P.S.
601 W 1ST AVE STE 1300
SPOKANE WA 99201-3828

MI40-362; 364; 365

TO: (PLEASE PRINT) PHONE (918) 299-2621

CLIFTON W. WOOD, JR.
C/O AEROMET, INC.
112 BEECHCRAFT DRIVE
JONES RIVERSIDE AIRPORT
TULSA, OK 74132

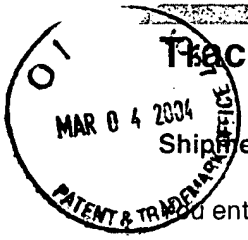
PRESS HARD.
You are making 3 copies.

FOR PICKUP OR TRACKING CALL 1-800-222-1811 www.usps.com

EMS

UNITED STATES POSTAL SERVICE®

EL979954195



Track & Confirm

Shipment Details

You entered EL97 9953 898U S

Your item was delivered at 11:15 am on January 29, 2004 in TULSA, OK 74132. The item was signed for by D STONE.

Here is what happened earlier:

- ARRIVAL AT UNIT, January 29, 2004, 8:26 am, TULSA, OK 74107
- ENROUTE, January 29, 2004, 5:07 am, TULSA, OK 74158
- ENROUTE, January 28, 2004, 4:41 pm, TULSA, OK 74158
- ENROUTE, January 27, 2004, 7:17 pm, SPOKANE, WA 99224
- ACCEPTANCE, January 27, 2004, 4:40 pm, SPOKANE, WA 99201

Track & Confirm

Enter label number:

Track & Confirm FAQs

Notification Options

- Track & Confirm by email — What is this? — Go>
- Request Proof of Delivery — What is this? — Go>

POSTAL INSPECTORS
Preserving the Trust

site map contact us government services
Copyright © 1999-2002 USPS. All Rights Reserved. Terms of Use Privacy Policy

UNITED STATES POSTAL SERVICE™

EL 979954195

Date: 02/10/2004

OIPE JC67
MAR 0 4 2004
PATENT & TRADEMARK

Fax Transmission To: DEEPAK MALHOTRA
Fax Number: 509-838-3424

Dear DEEPAK MALHOTRA:

The following is in response to your 02/10/2004 request for delivery information on your Express Mail item number EL979953898US. The delivery record shows that this item was delivered on 01/29/2004 at 11:15 AM in TULSA, OK 74132 to D STONE. The scanned image of the recipient information is provided below.

Signature of Recipient: Delivery Section
Dawn Stone
Dawn Stone

Address of Recipient: 112 Beechcraft Dr

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

Please Rush To Addressee



FOR PICKUP OR TRACKING CALL 1-800-222-1811

EL979953884US



Mailing Label
Label 11-F June 2002

EXPRESS MAIL
UNITED STATES POSTAL SERVICE®

Post Office To Addressee

ORIGIN (POSTAL USE ONLY)			
PO ZIP Code	Day of Delivery ☐ Next ☐ Second	Flat Rate Envelope ☐	
Date In Mo. Day Year	☐ 12 Noon ☐ 3 PM	Postage $	
Time In ☐ AM ☐ PM	Military ☐ 2nd Day ☐ 3rd Day	Return Receipt Fee	
Weight lbs. ozs.	Int'l Alpha Country Code	COD Fee	Insurance Fee
No Delivery ☐ Weekend ☐ Holiday	Acceptance Clerk Initials	Total Postage & Fees $	

DELIVERY (POSTAL USE ONLY)		
Delivery Attempt Mo. Day	Time ☐ AM ☐ PM	Employee Signature
Delivery Attempt Mo. Day	Time ☐ AM ☐ PM	Employee Signature
Delivery Date Mo. Day	Time ☐ AM ☐ PM	Employee Signature

☐ WAIVER OF SIGNATURE *(Domestic Only)* Additional merchandise insurance is void if waiver of signature is requested. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

NO DELIVERY ☐ Weekend ☐ Holiday

Customer Signature

CUSTOMER USE ONLY

METHOD OF PAYMENT:
Express Mail Corporate Acct. No. X992332

Federal Agency Acct. No. or Postal Service Acct. No.

FROM: (PLEASE PRINT) PHONE (509) 624 4276

DEEPAK MALHOTRA
WELLS ST. JOHN P.S.
601 W 1ST AVE STE 1300
SPOKANE WA 99201-3828

(MI40-362; 364; 365)

TO: (PLEASE PRINT) PHONE (509) 624-4276

DEEPAK MALHOTRA
WELLS ST. JOHN P.S.
601 W. FIRST AVE., SUITE 1300
SPOKANE, WA 99201-3828

PRESS HARD.
You are making 3 copies. FOR PICKUP OR TRACKING CALL 1-800-222-1811 www.usps.com

EL979954195